

ARTICLE 29

**LIGHT DUTY, REASONABLE ACCOMMODATION AND
DISABILITY SEPARATION**

29.1 The Employer and the Union will comply with all relevant federal and state laws, and regulations regarding the employment of persons with disabilities and will provide reasonable accommodations to qualified individuals with disabilities. Reasonable accommodation may include job restructuring, or modification of the work environment, methods or equipment that make it possible for an employee with a disability to perform the essential functions of a position, or that enables the employee to enjoy the benefits and privileges of employment as are enjoyed by other similarly situated employees without a disability. Reasonable accommodation will be implemented as long as it is medically necessary and does not impose an undue hardship or a direct threat.

29.2 Essential functions means the primary job tasks and responsibilities of a position that are fundamental and necessary to accomplish the required outcomes of the position. The term "essential functions" does not include the marginal functions of the position that are incidental to the performance of the primary job functions.

29.3 An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the Employer. The Employer will make a good faith effort to provide the employee requesting accommodation with an alternate assignment during the accommodation process, as necessary.

29.4 Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer and the employee will enter into an interactive process to discuss the job-related

1 limitations, possible accommodation options, including the employee's
2 preferences, and the potential effectiveness of each option.

3
4 **29.5** The Employer may require supporting medical documentation and may require
5 the employee to obtain a second medical opinion at Employer expense. Medical
6 information disclosed to the Employer will be kept confidential.

7
8 **29.6** The Employer will determine whether an employee is eligible for a reasonable
9 accommodation and the accommodation to be provided. If more than one (1)
10 option for reasonable accommodation exists, the Employer will decide which
11 option to provide the employee, taking into consideration the employee's
12 preference. If a reasonable accommodation cannot be provided, the Employer
13 will provide the employee with written notification of such decision.

14
15 **29.7** An employee with permanent status may be separated from service when the
16 Employer determines that the employee is unable to perform the essential
17 functions of the employee's position due to a mental, sensory, or physical
18 disability, which cannot be reasonably accommodated. Determinations of
19 disability may be made by the Employer based on an employee's written request
20 for disability separation or after obtaining a written statement from a licensed
21 health care professional. The Employer can require an employee to obtain an
22 independent medical examination at Employer expense, from a licensed health
23 care professional of the Employer's choice. Evidence may be requested from the
24 licensed health care professional regarding the employee's limitations.

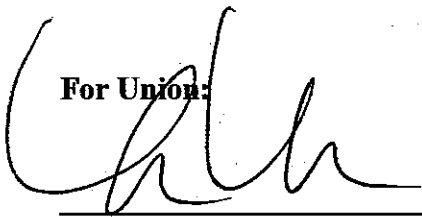
25
26 **29.8** When the Employer has medical documentation of the employee's disability, has
27 met its obligation to explore accommodation options, including placement in any
28 vacant funded position at the same or lower level of pay and benefits for which
29 the employee qualifies, and has determined that the employee cannot be
30 reasonably accommodated, or the employee requests separation due to disability,
31 the Employer may separate the employee with seven (7) calendar days notice.

1
2 **29.9** The Employer will inform the employee in writing of the option to apply to return
3 to employment prior to his or her separation due to disability. The Employer will
4 provide assistance to individuals seeking reemployment under this Article for two
5 (2) years. If reemployed, upon successful completion of the employee's
6 probationary period, the time between separation and reemployment will be
7 treated as leave without pay and will not be considered a break in service.
8

9 **29.10** A disability separation is not a disciplinary action. An employee who has been
10 separated due to disability may grieve his or her disability separation only up to
11 the final internal step of the grievance procedure. Disability separation at the
12 employee's request is not subject to the grievance procedure in Article 25.
13

14 **29.11** Light duty may be considered for employees who are temporarily unable to
15 perform the essential duties of their position.
16

17
18 **For Union:**

19 

20
21 **Date**

8/9/06

22 **For Employer:**

23 

Date

8/9/06

ARTICLE 30

SENIORITY

30.1 Definition

A. Seniority for employees will be defined as the employee's length of classified service counted as the number of hours in paid status. All time spent in leave without pay status will be deducted from the calculation of seniority, except when the leave without pay is taken for:

1. Military leave,
2. Compensable work-related injury or illness leave,
3. Governmental service leave,
4. Reducing the effects of layoff, and/or
5. Time between disability separation and post-re-employment completion of probation.

B. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their unmarried widows or widowers, as provided for in RCW 41.06.133 (13).

30.2 Ties

If two (2) or more employees have the same seniority, ties will be broken in the following order:


- A. Longest continuous time within their current job classification;
- B. Longest continuous time with the institution; and

C. By lot.

30.3 Seniority List


The Employer will prepare and post a seniority list annually. The list will contain each employee's name, job classification and the total amount of seniority. A copy of the seniority list will be provided to the Union at the time of posting.

For Union:



Date 8/7/06

For Employer:



Date 8/7/06

ARTICLE 31
LAYOFF AND RECALL

31.1 The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article.

When it is determined that layoffs will occur within a layoff unit, the Employer will provide the Union with:

- A. As much advance notice as possible, but not less than thirty (30) days' notice;
- B. Opportunity to meet with affected employees prior to the implementation of the layoff; and
- C. An invitation to meet under the provisions of the Labor/Management Communication Committee article of this Agreement.

31.2 Basis for Layoff

The reasons for layoff include, but are not limited to, the following:

- A. Lack of funds;
- B. Lack of work; or
- C. Organizational change.

Examples of layoff actions due to lack of work may include, but are not limited to:

- A. Termination of a project or special employment;

B. Availability of fewer positions than there are employees entitled to such positions;

C. Employee's ineligibility to continue in a position following its reallocation to a class with a higher salary range maximum; or

D. Employee's ineligibility to continue, or choice not to continue, in a position following its reallocation to a class with a lower salary range maximum.

31.3 Voluntary Layoff, Leave of Absence or Reduction in Hours

The Employer may allow an employee to volunteer to be laid off, take an unpaid leave of absence or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an institution on unpaid leave at the same time, the Employer will determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to have their names placed on the appropriate layoff list for the job classifications in which they held permanent status.

31.4 Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by probationary employees. Probationary employees will be separated from employment before permanent employees.

31.5 Layoff Units

A. A layoff unit is defined as the entity or administrative/organizational unit within each institution used for determining the available options for employees who are being laid off.

B. The layoff unit(s) for each institution covered by this Agreement are described in Appendix B.

31.6 Options Within the Layoff Unit

A. Employees will be laid off in accordance with seniority, as defined in Article 30, Seniority, and the skills and abilities of the employee. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. Employees being laid off will be provided one (1) option within the layoff unit:

1. A funded vacant position for which the employee has the skills and abilities, within his or her current job classification.
2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current job classification.
3. A funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as his or her current permanent position, within a job classification in which the employee has held permanent status.
4. A funded filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as his or her current permanent position, within a job classification in which the employee has held permanent status.

B. The option will be determined, as specified above, in descending order of salary range and one progressively lower level at a time.

31.7 Institution-wide Options

In addition to the option offered in Section 31.6 above, employees being laid off will be offered up to three (3) funded vacant positions within their district provided they meet the skills and abilities required of the position(s) and the positions offered are at the same or lower salary range as the position from which the employee is currently being laid off. The Employer will determine if the employee possesses the required skills and abilities for the position.

31.8 Notification to Permanent Employees

A. Permanent employees will receive written notice at least twenty-one (21) calendar days before the effective layoff date. The notice will include (a) the basis for the layoff; (b) the employee's layoff options; (c) the specific layoff lists for which the employee is entitled to placement; (d) the date by when an employee must select a layoff option; and (e) the process, including timelines, by which the employee is entitled to challenge the layoff. The Union will be provided with a copy of the notice.

B. If the Employer chooses to implement a layoff action without providing twenty-one (21) calendar days' notice, the employee will be paid his or her salary for the days that he or she would have worked had full notice been given.

C. Employees will be provided ten (10) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the twenty-one (21) calendar days' notice of layoff provided by the Employer to the employee.

D. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday,

Sunday or holiday, the last day will be the next day which is not a
Saturday, Sunday or holiday.

31.9 Salary

Employees appointed to a position as a result of a layoff action will have their
salary determined as follows:

A. Current Salary Level

An employee who accepts another position within his or her current salary
range will retain his or her current salary.

B. Lower Salary Level

An employee who accepts a position with a lower salary range will be
paid an amount equal to his or her current salary, provided it is within the
salary range of the new position. In those cases where the employee's
current salary exceeds the maximum amount of the salary range for the
new position, the employee will be compensated at the maximum salary of
the new salary range.

C. Appointment from a Layoff List

1. Employees who are appointed from a layoff list to a position with
the same salary range from which they were laid off will be paid
the amount for which they were compensated when laid off plus
any cost of living adjustments that occurred during the time they
were laid off.

2. Employees who are appointed from a layoff list to a position with a
lower salary range than the position from which they were laid off
will be paid an amount equal to the salary they were receiving at
the time they were laid off provided it is within the salary range of
the new position. In those cases where the employee's prior salary

exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

31.10 Transition Review Period

- A. The Employer will require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which he or she has not held permanent status or has been appointed into a new position from a layoff list.
- B. The Employer will have the authority to shorten an employee's transition review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the appropriate layoff list. The employee will remain on the list until such time as his or her eligibility expires or he or she has been rehired. Separation during the transition review period will not be subject to the grievance procedure in Article 25.

31.11 Recall

- A. The Employer will maintain a layoff list for each job classification. Permanent employees who are laid off may have their name placed on the register for the job classification from which they were laid off or bumped. Additionally, employees may request to have their name placed on the layoff list(s) for other job classifications in which they have held permanent status. An employee's name will remain on layoff lists for two (2) years from the effective date of his or her layoff.

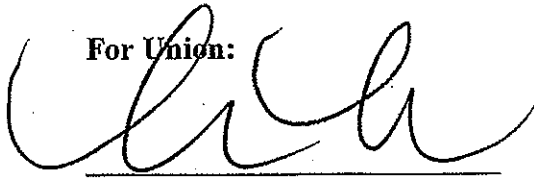
B. When a vacancy occurs within an institution and where there are names on a layoff list, the Employer will consider all of the laid-off employees, and the internal candidates who have the skills and abilities to perform the duties of the position to be filled. An employee who is offered a comparable position and refuses the offer will have his or her name removed from the appropriate lay off list(s).

31.12 Project Employment

A. Permanent project employees have layoff rights. Formal options will be determined using the procedure outlined in Sections 31.6 and 31.7, above.

B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the institution in which they held permanent status to the job classification they held immediately prior to accepting project employment.

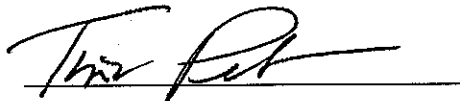
For Union:



Date

8/31/06

For Employer:



Date

8/31/06

ARTICLE 32

MANAGEMENT RIGHTS

32.1 The Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the Employer's workforce and the financial basis for layoffs;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the state and its institutions during emergencies;
- E. Determine the Employer's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- H. Establish or modify the workweek, daily work shift, hours of work and days off;

I. Establish work performance standards, which include, but are not limited to the priority, quality and quantity of work;

J. Establish, allocate, reallocate or abolish positions and determine the skills and abilities necessary to perform the duties of such positions;

K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer and temporarily or permanently lay off employees;

L. Determine, prioritize and assign work to be performed;

M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;

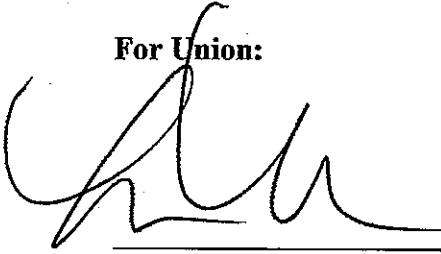
N. Determine training needs, methods of training, and employees to be trained;

O. Determine the reasons for and methods by which employees will be laid-off; and


P. Suspend, demote, reduce pay, discharge and/or take other disciplinary actions.

32.2 The Employer agrees that the exercise of the above rights shall be consistent with the provisions of this Agreement.

For Union:


Date 8/9/06

For Employer:


Date 8/7/06

ARTICLE 33

LABOR/MANAGEMENT COMMUNICATION COMMITTEE

33.1 Purpose

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, Labor/Management Communication Committees will be established. The purpose of the committee(s) is to provide communication between the parties, to share information and concerns and to promote constructive, meaningful and cooperative labor-management relations.

33.2 Committees

Either party may propose items for discussion on topics which may include, but are not limited to: administration of the agreement, changes to applicable law, legislative updates, organizational change, improvement in systems and processes, resolving workplace and service delivery problems, quality of work life for employees, and/or more productive and efficient service delivery.

The committee(s) will meet, discuss, exchange, and consider information of a group nature and general interest to both parties.

A. Composition

Committees will consist of up to three (3) employer representatives, up to three (3) employee representatives and a WPEA/UFCW 365 Staff Representative. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by both parties, additional representatives may be added.

B. Participation

1. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of

the date of the meeting in order to facilitate the release of employees.

2. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated nor considered as time worked. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at pre-meetings during the employees' non-work time will not be compensated nor considered as time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives.

C. Meetings

Meetings may be called by either party. Committee meetings will be scheduled on mutually acceptable dates and times. Agenda items will be exchanged prior to the meeting date. Each party may keep written records.

33.3 Scope of Authority

Committees established under this Article will be used for discussions only, and the committees will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The committees' activities and discussions will not be subject to the grievance procedure in Article 25.

For Union:

Date

7/20/06

For Employer:

Date

7/20/06

ARTICLE 34

UNION ACTIVITIES

34.1 Representation

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

34.2 Staff Representatives

A. The Union will provide the Employer with a written list of staff representatives and the jurisdictions they are responsible for. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Staff representatives may have access to the Employer's offices or facilities in accordance with college policy to carry out representational activities. The representatives will notify Human Resources prior to their arrival and will not interrupt the normal operations of the institution. In accordance with Section 34.4 below, staff representatives may also meet with bargaining unit employees in non-work areas during the employee's meal periods, rest periods, and before and after his or her shift.

34.3 Job Representatives

A. The Union will provide the Employer with a written list of current job representatives and their campus jurisdiction. The Union will maintain the list. The Employer will not recognize an employee as a job representative if his or her name does not appear on the list.

1
2 B. Job representatives will be released during their normal working hours to
3 investigate and process grievances in accordance with Article 25,
4 Grievance Procedure. In addition, job representatives will be provided
5 reasonable time during their normal working hours to prepare for and
6 attend meetings scheduled by management within the representatives'
7 office, facility or geographic jurisdiction within the bargaining unit for the
8 following representational activities:

- 9
10 1. Investigatory interviews and pre-disciplinary meetings, in
11 accordance with Article 24, Discipline, and/or
12
13 2. Labor/Management Communication Committees and other
14 committee meetings if such committees have been established by
15 this Agreement.
16

17 The job representative will obtain prior approval from his or her
18 supervisor to prepare for and attend a meeting. Notification will
19 include the approximate amount of time the job representative
20 expects the activity to take. Any college business requiring the
21 employee's immediate attention will be completed prior to
22 attending the meeting. Time spent preparing for and attending
23 meetings during the job representatives' non-work hours will not
24 be considered as time worked. Job representatives may not use
25 state vehicles to travel to and from a work site in order to perform
26 representational activities, unless authorized by the college.
27

28 C. If the amount of time a job representative spends performing
29 representational activities is affecting his or her ability to accomplish
30 assigned duties, the Employer will not continue to release the employee
31 and the Union will be notified.

34.4 Employees

A. An employee will be provided a reasonable amount of time during his or her normal working hours to meet with the job representative and/or staff representative to process his or her grievance. In addition, an employee will be released during his or her normal working hours to prepare for and attend meetings or hearings scheduled by management for the following:

1. Management scheduled investigatory interviews and/or pre-disciplinary meetings, in accordance with Article 24, Discipline; and

2. Management scheduled informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with Article 25, Grievance Procedure.

B. An employee will obtain prior approval from his or her supervisor in order to attend any meeting or hearing during his or her work hours. All requests will include the approximate amount of time the employee expects the activity to take. As determined by the supervisor, any college business requiring the employee's immediate attention must be completed prior to attending a meeting or hearing. Employees will suffer no loss in pay for preparing for or attending management scheduled meetings and hearings that are scheduled during the employee's work time. Time spent preparing for and attending a meeting or hearing during the employee's non-work hours will not be considered as time worked. An employee cannot use a state vehicle to travel to and from a worksite in order to attend a meeting or hearing unless authorized by the college.

- 1 C. If the amount of time an employee spends attending meetings or hearings
2 is affecting his or her ability to accomplish his or her assigned duties, the
3 Employer will not continue to release the employee.
4

5 **34.5 Use of State Facilities, Resources, and Equipment**

6 A. Meeting Space and Facilities

7 The Employer's offices and facilities may be used by the Union to hold
8 meetings subject to the Employer's policy, availability of the space and
9 with prior written authorization of the Employer.
10

11 B. Supplies and Equipment

12 The Union and its membership will not use state-purchased supplies or
13 equipment to conduct union business or representational activities. This
14 does not preclude the use of the telephone for representational activities if
15 there is no cost to the Employer, the call is brief in duration and it does not
16 disrupt or distract from institution business.
17

18 C. E-mail, Fax Machines, the Internet, and Intranets

19 The Union and its members will not use state-owned or operated e-mail,
20 fax machines, the Internet, or intranets to communicate with one another.
21 Employees may use state operated e-mail to request union representation.
22 However, job representatives may use state owned/operated equipment to
23 communicate with the Union and/or the Employer for the exclusive
24 purpose of administration of this Agreement. Such use will:
25

- 26 1. Result in little or no cost to the Employer;
27
28 2. Be brief in duration and frequency;
29
30 3. Not interfere with the performance of their official duties;
31

4. Not distract from the conduct of state business;

5. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources; and

6. Not compromise the security or integrity of state information or software.

The Union and its job representatives will not use the above-referenced state equipment for Union organizing, internal Union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

34.6 Bulletin Boards

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with adequate bulletin board space in convenient places. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics law, and identified as union literature. Union communications may not be posted in any other location on the campus.

34.7 Time Off for Union Activities

A. Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, negotiations, conferences, and conventions. The employee's time off will not interfere with the operating needs of the institution as determined by management. If the absence is approved, the employees may use accumulated

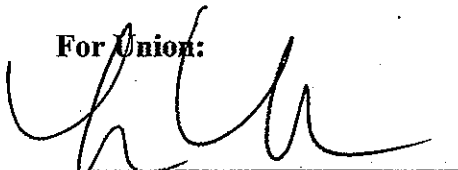
compensatory time, vacation leave or personal holiday in accordance with Article 8, Holidays, instead of leave without pay. However, employees must use compensatory time prior to use of vacation leave, unless the use would result in the loss of vacation leave.

B. The Union will give the Employer a written list of the names of the employees it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

34.8 Temporary Employment With the Union

With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed six (6) months, provided the employee's time off will not interfere with the operating needs of the college. The parties may agree to an extension of leave without pay up to an additional six (6) months. The returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.

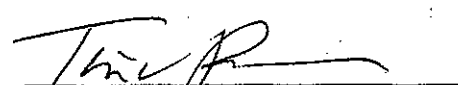
For Union:



Date

8/10/06

For Employer:



Date

8/9/06

ARTICLE 35

UNION SECURITY

35.1 Union Dues

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary, an amount equal to the fees or dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at the Union's official headquarters each pay period.

35.2 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and the union security provision. The Employer will furnish the Executive Director of the Union with copies of the employee's appointment notice/letter at the same time it is provided to the employee.

35.3 Union Security

All employees covered by this Agreement will, as a condition of employment, either become members of the Union and pay membership dues or, as non-members, pay a fee as described in Subsections A, B, and C below, no later than the 30th day following the effective date of this Agreement or the beginning of their employment. If an employee fails to meet the conditions outlined below, the Union will notify the Employer and inform the employee that his or her employment may be terminated.

- A. Employees who choose not to become union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.

1 B. An employee who does not join the Union based on bona fide religious
2 tenets, or teachings of a church or religious body of which he or she is a
3 member, shall make payments to the Union that are equal to its
4 membership dues, less monthly union insurance premiums, if any. These
5 payments will be used for purposes within the program of the Union that
6 are in harmony with the employee's conscience. Such employees will not
7 be members of the Union, but are entitled to all of the representational
8 rights of union members.

9
10 C. The Union shall establish a procedure that any employee who makes a
11 request may pay a representation fee equal to a pro rata share of collective
12 bargaining expenses rather than the full membership fee.

13
14 D. If an employee fails to meet the agency shop provisions outlined above,
15 the Union will notify the Employer and inform the employee that his or
16 her employment may be terminated.

17
18 35.4 The Employer agrees to deduct the membership dues, agency shop fee, non-
19 association fee, or representation fee from the salary of employees who request
20 such deduction in writing. Such request will be made on a Union payroll
21 deduction authorization card.

22
23 **35.5 Dues Cancellation**

24 An employee may cancel his or her payroll deduction of dues by written notice to
25 the Employer and the Union. The cancellation will become effective on the
26 second payroll after receipt of the notice. However, the cancellation may cause
27 the employee to be terminated, subject to Section 35.3, above.

28
29 **35.6 Status Reports**

30 A. Each month the Employer will provide the Executive Director of the
31 Union with a status report in an electronic format. The Employer may

choose to discharge this duty by separately arranging to have to have a third party provide part or all of the data supplied in the report to the Union. The status report will include the following data, if maintained by the Employer, for employees in the bargaining unit and those who enter or leave the bargaining unit or who start or stop deductions:

1. Employee name
2. Permanent address
3. College
4. Home department name
5. Job classification code and job title
6. Bargaining unit code
7. Employee identification number (social security number)
8. Work phone number, if available
9. Position number
10. Salary range and step
11. Job percentage of full
12. Gross salary for the month
13. Union deduction code(s) and amount(s)

14. Work county code and name

15. Whether an employee has been appointed to, separated from, or promoted out of the bargaining unit and the effective date of such action.

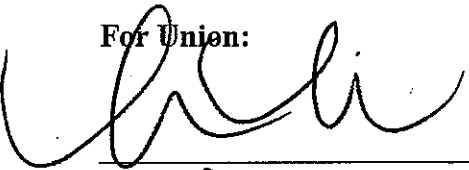
B. Information provided pursuant to this Section will be maintained by the Union and the United Food and Commercial Workers International (UFCW) union in confidence according to the law, and in accordance with the Appendix C – Data Sharing Agreement, incorporated herein.

C. The Union, UFCW and employees will indemnify the Employer and its third party data supplier for any violations of employee privacy committed by the Union pursuant to this Section.

35.7 Indemnification

The Employer and its third party supplier will be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees and any issues related to Employee Status Reports.

For Union:



Date

8/31/06

For Employer:



Date

8/31/06

ARTICLE 36

CLASSIFICATION

36.1 Classification Plan Revisions

A. The Employer will provide to the Union in writing any proposed changes to the classification plan including descriptions for newly created classifications. Such notice will be provided using the Department of Personnel's Director's meeting agenda notice. Upon request of the Union, the Employer will bargain the effect(s) of a change to an existing class or newly proposed classification.

B. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan.

36.2 Position Review

An individual employee who believes that his or her position is improperly classified may request a review according to the following procedure:

A. The employee will complete and sign the appropriate form.

B. The employee will then send the completed form to the Human Resources Office. The Human Resources Office will review the completed form and make a decision regarding appropriate classification within sixty (60) calendar days of receipt of the request.

C. In the event the employee disagrees with the reallocation decision of the Employer, he or she may request a review of the decision by the Director of the Department of Personnel (DOP) in writing with a copy to the Human Resources Office, within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The

Director of the DOP will then make a written determination which will be provided to the employee.

D. In accordance with the provisions of WAC 357-52, the employee may appeal the determination of the Director of the DOP to the Washington Personnel Resources Board (WPRB) within thirty (30) calendar days of being provided the written decision of the Director of the DOP. The WPRB will render a decision which will be final and binding.

E. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Human Resources Office.

36.3 Effect of Reallocation

A. Reallocation to a Class With a Higher Salary Range Maximum

1. If the employee has performed the higher-level duties for at least six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain his or her existing appointment status.

2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months, the Employer must give the employee the opportunity to compete for the position if he or she possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 31 of this Agreement will apply. If the employee is appointed to the position, he or she must serve a trial service period.

B. Reallocation to a Class With an Equal Salary Range Maximum

1. If the employee has the skills and abilities required of the position, the employee will remain in the position and retain his or her existing appointment status.

2. If the employee does not meet the skills and abilities required of the position, the layoff procedure specified in Article 31, Layoff and Recall of this Agreement will apply.

C. Reallocation to a Class With a Lower Salary Range Maximum

1. If the employee has the skills and abilities required of the position and chooses to remain in the reallocated position, the employee will retain his or her existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification the employee held permanent status in prior to the reallocation.

2. If the employee chooses to vacate the position or does not have the skills and abilities required of the position, the layoff procedure specified in Article 31 of this Agreement applies.

36.4 Salary Impact of Reallocation

An employee whose position is reallocated will have his or her salary determined as follows:

A. Reallocation to a Class With a Higher Salary Range Maximum

Upon appointment to the higher class, the employee's base salary will be increased as follows:

Employees promoted to a position in a higher class will be advanced to a step of the range for the new class which is nearest to five percent (5%)

higher than the amount of the pre-promotional step, or to the entry step of the new range, whichever is higher.

B. Reallocation to a Class With an Equal Salary Range Maximum

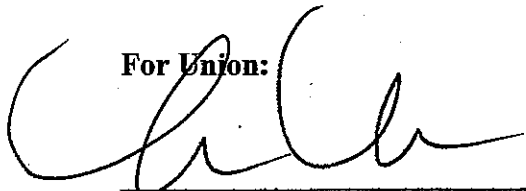
The employee retains his or her previous base salary, or to the entry step of the new range, whichever is higher.

C. Reallocation to a Class With a Lower Salary Range Maximum

The employee will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or his or her salary falls within the new salary range.

36.5 Decisions regarding appropriate classification will not be subject to the grievance and arbitration procedure specified in this Agreement.

For Union:



Date

8/9/06

For Employer:



Date

8/9/06

ARTICLE 31
LAYOFF AND RECALL

31.1 The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article.

When it is determined that layoffs will occur within a layoff unit, the Employer will provide the Union with:

- A. As much advance notice as possible, but not less than thirty (30) days' notice;
- B. Opportunity to meet with affected employees prior to the implementation of the layoff; and
- C. An invitation to meet under the provisions of the Labor/Management Communication Committee article of this Agreement.

31.2 Basis for Layoff

The reasons for layoff include, but are not limited to, the following:

- A. Lack of funds;
- B. Lack of work; or
- C. Organizational change.

Examples of layoff actions due to lack of work may include, but are not limited to:

- A. Termination of a project or special employment;

B. Availability of fewer positions than there are employees entitled to such positions;

C. Employee's ineligibility to continue in a position following its reallocation to a class with a higher salary range maximum; or

D. Employee's ineligibility to continue, or choice not to continue, in a position following its reallocation to a class with a lower salary range maximum.

31.3 Voluntary Layoff, Leave of Absence or Reduction in Hours

The Employer may allow an employee to volunteer to be laid off, take an unpaid leave of absence or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an institution on unpaid leave at the same time, the Employer will determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to have their names placed on the appropriate layoff list for the job classifications in which they held permanent status.

31.4 Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by probationary employees. Probationary employees will be separated from employment before permanent employees.

31.5 Layoff Units

A. A layoff unit is defined as the entity or administrative/organizational unit within each institution used for determining the available options for employees who are being laid off.

B. The layoff unit(s) for each institution covered by this Agreement are described in Appendix B.

31.6 Options Within the Layoff Unit

A. Employees will be laid off in accordance with seniority, as defined in Article 30, Seniority, and the skills and abilities of the employee. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. Employees being laid off will be provided one (1) option within the layoff unit:

1. A funded vacant position for which the employee has the skills and abilities, within his or her current job classification.
2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current job classification.
3. A funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as his or her current permanent position, within a job classification in which the employee has held permanent status.
4. A funded filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as his or her current permanent position, within a job classification in which the employee has held permanent status.

B. The option will be determined, as specified above, in descending order of salary range and one progressively lower level at a time.

31.7 Institution-wide Options

In addition to the option offered in Section 31.6 above, employees being laid off will be offered up to three (3) funded vacant positions within their district provided they meet the skills and abilities required of the position(s) and the positions offered are at the same or lower salary range as the position from which the employee is currently being laid off. The Employer will determine if the employee possesses the required skills and abilities for the position.

31.8 Notification to Permanent Employees

A. Permanent employees will receive written notice at least twenty-one (21) calendar days before the effective layoff date. The notice will include (a) the basis for the layoff; (b) the employee's layoff options; (c) the specific layoff lists for which the employee is entitled to placement; (d) the date by when an employee must select a layoff option; and (e) the process, including timelines, by which the employee is entitled to challenge the layoff. The Union will be provided with a copy of the notice.

B. If the Employer chooses to implement a layoff action without providing twenty-one (21) calendar days' notice, the employee will be paid his or her salary for the days that he or she would have worked had full notice been given.

C. Employees will be provided ten (10) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the twenty-one (21) calendar days' notice of layoff provided by the Employer to the employee.

D. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday,

Sunday or holiday, the last day will be the next day which is not a
Saturday, Sunday or holiday.

31.9 Salary

Employees appointed to a position as a result of a layoff action will have their
salary determined as follows:

A. Current Salary Level

An employee who accepts another position within his or her current salary
range will retain his or her current salary.

B. Lower Salary Level

An employee who accepts a position with a lower salary range will be
paid an amount equal to his or her current salary, provided it is within the
salary range of the new position. In those cases where the employee's
current salary exceeds the maximum amount of the salary range for the
new position, the employee will be compensated at the maximum salary of
the new salary range.

C. Appointment from a Layoff List

1. Employees who are appointed from a layoff list to a position with
the same salary range from which they were laid off will be paid
the amount for which they were compensated when laid off plus
any cost of living adjustments that occurred during the time they
were laid off.

2. Employees who are appointed from a layoff list to a position with a
lower salary range than the position from which they were laid off
will be paid an amount equal to the salary they were receiving at
the time they were laid off provided it is within the salary range of
the new position. In those cases where the employee's prior salary

exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

31.10 Transition Review Period

A. The Employer will require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which he or she has not held permanent status or has been appointed into a new position from a layoff list.

B. The Employer will have the authority to shorten an employee's transition review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.

C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the appropriate layoff list. The employee will remain on the list until such time as his or her eligibility expires or he or she has been rehired. Separation during the transition review period will not be subject to the grievance procedure in Article 25.

31.11 Recall

A. The Employer will maintain a layoff list for each job classification. Permanent employees who are laid off may have their name placed on the register for the job classification from which they were laid off or bumped. Additionally, employees may request to have their name placed on the layoff list(s) for other job classifications in which they have held permanent status. An employee's name will remain on layoff lists for two (2) years from the effective date of his or her layoff.

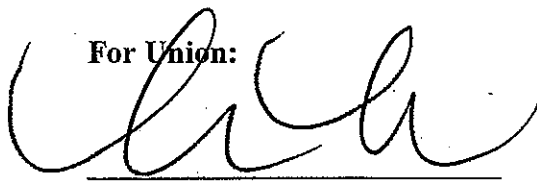
B. When a vacancy occurs within an institution and where there are names on a layoff list, the Employer will consider all of the laid-off employees, and the internal candidates who have the skills and abilities to perform the duties of the position to be filled. An employee who is offered a comparable position and refuses the offer will have his or her name removed from the appropriate lay off list(s).

31.12 Project Employment

A. Permanent project employees have layoff rights. Formal options will be determined using the procedure outlined in Sections 31.6 and 31.7, above.

B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the institution in which they held permanent status to the job classification they held immediately prior to accepting project employment.

For Union:



Date

8/31/06

For Employer:



Date

8/31/06

ARTICLE 32

MANAGEMENT RIGHTS

32.1 The Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

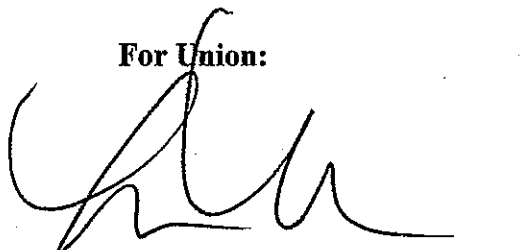
- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the Employer's workforce and the financial basis for layoffs;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the state and its institutions during emergencies;
- E. Determine the Employer's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- H. Establish or modify the workweek, daily work shift, hours of work and days off;

- 1 I. Establish work performance standards, which include, but are not limited
2 to the priority, quality and quantity of work;
3
4 J. Establish, allocate, reallocate or abolish positions and determine the skills
5 and abilities necessary to perform the duties of such positions;
6
7 K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer
8 and temporarily or permanently lay off employees;
9
10 L. Determine, prioritize and assign work to be performed;
11
12 M. Determine the need for and the method of scheduling, assigning,
13 authorizing and approving overtime;
14
15 N. Determine training needs, methods of training, and employees to be
16 trained;
17
18 O. Determine the reasons for and methods by which employees will be laid-
19 off; and
20
21 P. Suspend, demote, reduce pay, discharge and/or take other disciplinary
22 actions.
23

24 **32.2** The Employer agrees that the exercise of the above rights shall be consistent with
25 the provisions of this Agreement.


26
27 **For Union:**

28
29
30
31
32
33
34



Date 8/9/06

For Employer:



Date 8/7/06

ARTICLE 33

LABOR/MANAGEMENT COMMUNICATION COMMITTEE

33.1 Purpose

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, Labor/Management Communication Committees will be established. The purpose of the committee(s) is to provide communication between the parties, to share information and concerns and to promote constructive, meaningful and cooperative labor-management relations.

33.2 Committees

Either party may propose items for discussion on topics which may include, but are not limited to: administration of the agreement, changes to applicable law, legislative updates, organizational change, improvement in systems and processes, resolving workplace and service delivery problems, quality of work life for employees, and/or more productive and efficient service delivery.

The committee(s) will meet, discuss, exchange, and consider information of a group nature and general interest to both parties.

A. Composition

Committees will consist of up to three (3) employer representatives, up to three (3) employee representatives and a WPEA/UFCW 365 Staff Representative. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by both parties, additional representatives may be added.

B. Participation

1. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of

the date of the meeting in order to facilitate the release of employees.

2. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated nor considered as time worked. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at pre-meetings during the employees' non-work time will not be compensated nor considered as time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives.

C. Meetings

Meetings may be called by either party. Committee meetings will be scheduled on mutually acceptable dates and times. Agenda items will be exchanged prior to the meeting date. Each party may keep written records.

33.3 Scope of Authority

Committees established under this Article will be used for discussions only, and the committees will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The committees' activities and discussions will not be subject to the grievance procedure in Article 25.

For Union:

Date

7/20/06

For Employer:

Date

7/20/06

ARTICLE 34
UNION ACTIVITIES

34.1 Representation

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

34.2 Staff Representatives

A. The Union will provide the Employer with a written list of staff representatives and the jurisdictions they are responsible for. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Staff representatives may have access to the Employer's offices or facilities in accordance with college policy to carry out representational activities. The representatives will notify Human Resources prior to their arrival and will not interrupt the normal operations of the institution. In accordance with Section 34.4 below, staff representatives may also meet with bargaining unit employees in non-work areas during the employee's meal periods, rest periods, and before and after his or her shift.

34.3 Job Representatives

A. The Union will provide the Employer with a written list of current job representatives and their campus jurisdiction. The Union will maintain the list. The Employer will not recognize an employee as a job representative if his or her name does not appear on the list.

B. Job representatives will be released during their normal working hours to investigate and process grievances in accordance with Article 25, Grievance Procedure. In addition, job representatives will be provided reasonable time during their normal working hours to prepare for and attend meetings scheduled by management within the representatives' office, facility or geographic jurisdiction within the bargaining unit for the following representational activities:

1. Investigatory interviews and pre-disciplinary meetings, in accordance with Article 24, Discipline, and/or
2. Labor/Management Communication Committees and other committee meetings if such committees have been established by this Agreement.

The job representative will obtain prior approval from his or her supervisor to prepare for and attend a meeting. Notification will include the approximate amount of time the job representative expects the activity to take. Any college business requiring the employee's immediate attention will be completed prior to attending the meeting. Time spent preparing for and attending meetings during the job representatives' non-work hours will not be considered as time worked. Job representatives may not use state vehicles to travel to and from a work site in order to perform representational activities, unless authorized by the college.

C. If the amount of time a job representative spends performing representational activities is affecting his or her ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.

34.4 Employees

A. An employee will be provided a reasonable amount of time during his or her normal working hours to meet with the job representative and/or staff representative to process his or her grievance. In addition, an employee will be released during his or her normal working hours to prepare for and attend meetings or hearings scheduled by management for the following:

1. Management scheduled investigatory interviews and/or pre-disciplinary meetings, in accordance with Article 24, Discipline; and

2. Management scheduled informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with Article 25, Grievance Procedure.

B. An employee will obtain prior approval from his or her supervisor in order to attend any meeting or hearing during his or her work hours. All requests will include the approximate amount of time the employee expects the activity to take. As determined by the supervisor, any college business requiring the employee's immediate attention must be completed prior to attending a meeting or hearing. Employees will suffer no loss in pay for preparing for or attending management scheduled meetings and hearings that are scheduled during the employee's work time. Time spent preparing for and attending a meeting or hearing during the employee's non-work hours will not be considered as time worked. An employee cannot use a state vehicle to travel to and from a worksite in order to attend a meeting or hearing unless authorized by the college.

- 1 C. If the amount of time an employee spends attending meetings or hearings
2 is affecting his or her ability to accomplish his or her assigned duties, the
3 Employer will not continue to release the employee.
4

5 **34.5 Use of State Facilities, Resources, and Equipment**

6 A. Meeting Space and Facilities

7 The Employer's offices and facilities may be used by the Union to hold
8 meetings subject to the Employer's policy, availability of the space and
9 with prior written authorization of the Employer.
10

11 B. Supplies and Equipment

12 The Union and its membership will not use state-purchased supplies or
13 equipment to conduct union business or representational activities. This
14 does not preclude the use of the telephone for representational activities if
15 there is no cost to the Employer, the call is brief in duration and it does not
16 disrupt or distract from institution business.
17

18 C. E-mail, Fax Machines, the Internet, and Intranets

19 The Union and its members will not use state-owned or operated e-mail,
20 fax machines, the Internet, or intranets to communicate with one another.
21 Employees may use state operated e-mail to request union representation.
22 However, job representatives may use state owned/operated equipment to
23 communicate with the Union and/or the Employer for the exclusive
24 purpose of administration of this Agreement. Such use will:
25

- 26 1. Result in little or no cost to the Employer;
27
28 2. Be brief in duration and frequency;
29
30 3. Not interfere with the performance of their official duties;
31

1 4. Not distract from the conduct of state business;

2
3 5. Not disrupt other state employees and will not obligate other
4 employees to make a personal use of state resources; and

5
6 6. Not compromise the security or integrity of state information or
7 software.

8
9 The Union and its job representatives will not use the above-referenced
10 state equipment for Union organizing, internal Union business, advocating
11 for or against the Union in an election or any other purpose prohibited by
12 the Executive Ethics Board. Communication that occurs over state-owned
13 equipment is the property of the Employer and may be subject to public
14 disclosure.

15
16 **34.6 Bulletin Boards**

17 The Employer will maintain bulletin board(s) or space on existing bulletin boards
18 currently provided to the Union for union communication. In bargaining units
19 where no bulletin board or space on existing bulletin boards has been provided,
20 the Employer will supply the Union with adequate bulletin board space in
21 convenient places. Material posted on the bulletin board will be appropriate to the
22 workplace, politically non-partisan, in compliance with state ethics law, and
23 identified as union literature. Union communications may not be posted in any
24 other location on the campus.

25
26 **34.7 Time Off for Union Activities**

27 A. Union-designated employees may be allowed time off without pay to
28 attend union-sponsored meetings, training sessions, negotiations,
29 conferences, and conventions. The employee's time off will not interfere
30 with the operating needs of the institution as determined by management.
31 If the absence is approved, the employees may use accumulated

compensatory time, vacation leave or personal holiday in accordance with Article 8, Holidays, instead of leave without pay. However, employees must use compensatory time prior to use of vacation leave, unless the use would result in the loss of vacation leave.

B. The Union will give the Employer a written list of the names of the employees it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

34.8 Temporary Employment With the Union

With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed six (6) months, provided the employee's time off will not interfere with the operating needs of the college. The parties may agree to an extension of leave without pay up to an additional six (6) months. The returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.

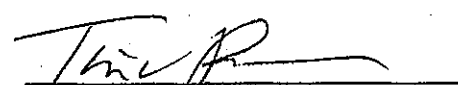
For Union:



Date

8/10/06

For Employer:



Date

8/9/06

ARTICLE 35
UNION SECURITY

35.1 Union Dues

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary, an amount equal to the fees or dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at the Union's official headquarters each pay period.

35.2 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and the union security provision. The Employer will furnish the Executive Director of the Union with copies of the employee's appointment notice/letter at the same time it is provided to the employee.

35.3 Union Security

All employees covered by this Agreement will, as a condition of employment, either become members of the Union and pay membership dues or, as non-members, pay a fee as described in Subsections A, B, and C below, no later than the 30th day following the effective date of this Agreement or the beginning of their employment. If an employee fails to meet the conditions outlined below, the Union will notify the Employer and inform the employee that his or her employment may be terminated.

A. Employees who choose not to become union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.

1 B. An employee who does not join the Union based on bona fide religious
2 tenets, or teachings of a church or religious body of which he or she is a
3 member, shall make payments to the Union that are equal to its
4 membership dues, less monthly union insurance premiums, if any. These
5 payments will be used for purposes within the program of the Union that
6 are in harmony with the employee's conscience. Such employees will not
7 be members of the Union, but are entitled to all of the representational
8 rights of union members.

9
10 C. The Union shall establish a procedure that any employee who makes a
11 request may pay a representation fee equal to a pro rata share of collective
12 bargaining expenses rather than the full membership fee.

13
14 D. If an employee fails to meet the agency shop provisions outlined above,
15 the Union will notify the Employer and inform the employee that his or
16 her employment may be terminated.

17
18 35.4 The Employer agrees to deduct the membership dues, agency shop fee, non-
19 association fee, or representation fee from the salary of employees who request
20 such deduction in writing. Such request will be made on a Union payroll
21 deduction authorization card.

22
23 **35.5 Dues Cancellation**

24 An employee may cancel his or her payroll deduction of dues by written notice to
25 the Employer and the Union. The cancellation will become effective on the
26 second payroll after receipt of the notice. However, the cancellation may cause
27 the employee to be terminated, subject to Section 35.3, above.

28
29 **35.6 Status Reports**

30 A. Each month the Employer will provide the Executive Director of the
31 Union with a status report in an electronic format. The Employer may

1 choose to discharge this duty by separately arranging to have to have a
2 third party provide part or all of the data supplied in the report to the
3 Union. The status report will include the following data, if maintained by
4 the Employer, for employees in the bargaining unit and those who enter or
5 leave the bargaining unit or who start or stop deductions:
6

- 7 1. Employee name
- 8
- 9 2. Permanent address
- 10
- 11 3. College
- 12
- 13 4. Home department name
- 14
- 15 5. Job classification code and job title
- 16
- 17 6. Bargaining unit code
- 18
- 19 7. Employee identification number (social security number)
- 20
- 21 8. Work phone number, if available
- 22
- 23 9. Position number
- 24
- 25 10. Salary range and step
- 26
- 27 11. Job percentage of full
- 28
- 29 12. Gross salary for the month
- 30
- 31 13. Union deduction code(s) and amount(s)

14. Work county code and name

15. Whether an employee has been appointed to, separated from, or promoted out of the bargaining unit and the effective date of such action.

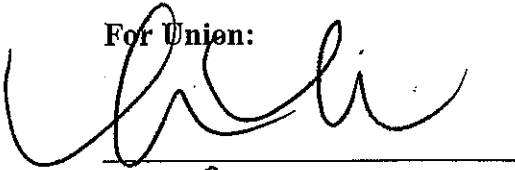
B. Information provided pursuant to this Section will be maintained by the Union and the United Food and Commercial Workers International (UFCW) union in confidence according to the law, and in accordance with the Appendix C – Data Sharing Agreement, incorporated herein.

C. The Union, UFCW and employees will indemnify the Employer and its third party data supplier for any violations of employee privacy committed by the Union pursuant to this Section.


35.7 Indemnification

The Employer and its third party supplier will be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees and any issues related to Employee Status Reports.

For Union:


Date 8/31/06

For Employer:


Date 8/31/06